

RECORDED AS A LITIGATION

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ROCHELLE GIZINSKI, J.S.C.

REUSSILLE LAW FIRM, LLC

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Attorneys for Defendants/Third Party Plaintiffs, Anthony Carlo, Daniel Carlo, and Karen Carlo

REVOLUTION MARINE & SPORTS  
CENTER, LLC; CARTAR BULKHEADING,  
LLC, NICHOLAS TARSIA and ROBERT  
CRYSTAL,

Plaintiffs,

vs.

ANTHONY CARLO, DANIEL CARLO,  
KAREN CARLO, HELEN COOPER,  
CARDAN, INC., REVOLUTION MARINE  
CENTER, and GARY CLARK,

Defendants, Third Party Plaintiffs,

vs.

GEORGE LANDI,

Third Party Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
OCEAN COUNTY

Docket No. L- 812-10

CIVIL ACTION

ORDER CONFIRMING ARBITRATION  
AWARD AND ENTRY OF JUDGMENT

J 259937-11

THIS MATTER being opened to the Court on application by The Reussille Law Firm, LLC (Peter W. Kenny, Esq., appearing), attorneys for the defendants/third party plaintiffs, Anthony Carlo, Daniel Carlo, and Karen Carlo, returnable on April 1, 2011, for an Order confirming the Arbitration Award and Entry of Judgment entered herein on February 23, 2011, and assessing pre-judgment interest in accordance with the New Jersey Rules of Court, and for the entry of Judgment thereon, and for good cause having been shown;

IT IS on this 29<sup>th</sup> day of April, 2011,

EXHIBIT

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**ORDERED** and **ADJUDGED** that:

1. The plaintiff, Nicholas Tarsia, and defendant, Daniel Carlo, are found to be fifty-percent (50%) owners of Cartar Bulkheading, LLC, and plaintiff, Robert Crystal, is found not to be an owner, nor is he entitled to any profits from Cartar Bulkheading, LLC, and it is further ordered that defendant, Cardan, Inc., is not a continuation of Cartar Bulkheading, LLC.
2. Judgment is entered in favor of the plaintiff, Nicholas Tarsia, against the defendant, Daniel Carlo, and Cartar Bulkheading, LLC, jointly and severally, in the amount of \$54,986.00.
3. Judgment is entered in favor of the defendants/counterclaimants, Anthony Carlo, Daniel Carlo, and Karen Carlo, against the plaintiffs, Revolution Marine and Sports Center, LLC, Nicholas Tarsia and Robert Crystal, jointly and severally, in the sum of \$8,309.63.
4. Judgment is entered in favor of Revolution Marine and Sports Center, LLC and Anthony Carlo, against the plaintiffs, Nicholas Tarsia and Robert Crystal, jointly and severally, in the amount of \$7,057.91.
5. Judgment is entered in favor of Revolution Marine and Sports Center, LLC and Anthony Carlo, against the plaintiffs, Nicholas Tarsia and Robert Crystal, jointly and severally, in the amount of \$176,599.15, and it is directed that said sum be returned to the Revolution Marine and Sports Center, LLC, account. It is further ordered that the taking of said amount by the plaintiffs, Nicholas Tarsia and Robert Crystal, for their personal benefit was violative of their fiduciary obligations owed to defendant, Anthony Carlo.
6. Judgment is entered in favor of Revolution Marine and Sports Center, LLC and Anthony Carlo, and against the plaintiffs, Nicholas Tarsia and Robert Crystal, jointly and severally, in the amount of \$25,000.00, and said amount shall be returned to the partnership.

7. It is hereby ordered that the plaintiffs, Nicholas Tarsia and Robert Crystal, are personally responsible to the vendors of Revolution Marine and Sports Center, LLC, in the amount of \$98,861.26, along with the loan to creditor, Cash Advance, in the sum of \$23,000.00, and judgment shall be and hereby is entered accordingly. It is further ordered that the defendant, Anthony Carlo, shall not be personally responsible and/or liable for any and all sums due and owing to any all vendors and Cash Advance associated with any debts incurred by Revolution Marine and Sports Center, LLC.

8. It is further ordered that any and all loans owed by the partnership to Al Rotelle have been satisfied and/or repaid in full by the partnership. There is no personal responsibility by Daniel Carlo for this loan.

9. It is further ordered that any and all sums due and owing to Mercury Marine, for an action against Revolution Marine and Sports Center, LLC for money and the return of merchandise and engines, shall be the personal responsibility of the plaintiffs, Nicholas Tarsia and Robert Crystal, and defendant, Anthony Carlo, shall not be responsible and/or liable for same.

10. Judgment is entered in favor of the defendant, Daniel Carlo, finding him to be an employee of Revolution Marine and Sports Center, LLC, and he is due his claimed wages of \$43,000.00.

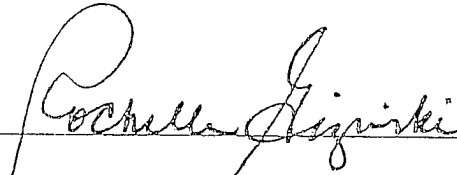
11. Judgment is entered against the plaintiffs, Revolution Marine and Sports Center, LLC, Nicholas Tarsia and Robert Crystal, personally, jointly, and severally, in favor of the defendant, Daniel Carlo, in the sum of \$292,558.10.

12. It is further ordered that money invested in Pershing in the sum of \$7,025.00 be returned to Revolution Marine and Sports Center, LLC, by defendant, Anthony Carlo.

13. Judgment is entered against the plaintiffs, Nicholas Tarsia and Robert Crystal, jointly and severally, declaring that said plaintiffs shall be and hereby are responsible for the payment of all remaining obligations, debts, and/or liabilities of Revolution Marine and Sports Center, LLC, and further ordered and declared that the plaintiffs, Nicholas Tarsia and Robert Crystal, violated their fiduciary duties to Revolution Marine and Sports Center, LLC, and to defendant, Anthony Carlo.

14. Pre-judgment interest shall be calculated pursuant to the New Jersey Rules of Court.

15. A copy of this Order and Judgment shall be served on counsel for all interested parties within 7 days of receipt by the submitting party.

  
\_\_\_\_\_, J.S.C.  
Rochelle Gizinski, J.S.C.

☒ Opposed  
☐ Unopposed